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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

LAUREN ROUNTREE, CONNER CAYSON, MALLORY THAGGARD, and JULIE MELILLO, on behalf of themselves and all others similarly situated,

Plaintiffs,

-against-

INSIGHT GLOBAL, INC.,

Defendant.

CLASS AND COLLECTIVE ACTION COMPLAINT

Plaintiffs Lauren Rountree, Conner Cayson, Mallory Thaggard, and Julie Melillo ("Plaintiffs"), individually and on behalf of all others similarly situated, by their attorneys, Outten & Golden LLP and Shavitz Law Group, P.A., upon personal knowledge as to themselves and upon information and belief as to other matters, allege as follows:

NATURE OF THE ACTION

1. Through this lawsuit, Plaintiffs seek to recover overtime compensation for themselves and their similarly situated co-workers who have worked as recruiters for Insight Global, Inc. ("Insight Global" or "Defendant") in the United States.

2. With a nationwide network of 35 regional offices, Insight Global is the sixth largest information-technology ("IT") staffing firm in the United States. Insight Global operates

in 21 states and the District of Columbia.

3. Ranked as one of the fastest growing IT employment firms of the past decade, Insight Global is a premier provider of IT employment solutions to Fortune 500 and 1000 corporate customers.

4. Insight Global employs recent college graduates in entry-level "recruiter" positions.

5. Insight Global advertises the recruiter position as a "training" role.

6. Insight Global requires all its employees to begin their careers as recruiters.

7. Insight Global encourages these young workers, hired straight out of college with little to no experience in the labor market, to work long hours in the hope of gaining a foothold towards what Insight Global describes to them as a promising career ladder.

8. Recruiters at Insight Global function as glorified personnel clerks and paper-pushers, while working grueling hours and jockeying to impress supervisors and win promotions.

9. Recruiters spend the vast majority of working hours searching internet sites like Monster.com, calling potential candidates, filling out forms and paperwork, and attempting to meet daily and weekly quotas that govern all aspects of their work.

10. Recruiters' work is closely supervised and controlled by account managers, who bear sole responsibility for direct communication with Insight Global's customers.

11. Despite the clerical nature of recruiters' job duties and the long hours they are required to work, Insight Global classifies recruiters as exempt employees and denies them overtime compensation.

12. While this staffing model gives Insight Global a pool of inexpensive labor to perform its low-level work, and a ready group of workers from which to select candidates for

promotion to higher-level positions, it forces recruiters to work long hours without fair compensation.

13. After enduring these long working hours in the hope of earning a promotion, most recruiters are never promoted and many are terminated or forced to resign.

14. From the beginning of the relevant period through approximately early 2012, it was Insight Global's nationwide policy to uniformly classify recruiters as exempt from federal and state overtime provisions throughout their employment.

15. In or around early 2012, Insight Global instituted a new nationwide policy, whereby it began to classify all recruiters as non-exempt employees during the first 8 weeks of their employment, and then to re-classify them as exempt after the initial 8-week period and for the remainder of their employment.

16. Insight Global has willfully engaged in a pattern, practice, and policy of unlawful conduct by failing to record, credit, or compensate work performed by recruiters while classified non-exempt, for hours in excess of 40 per week that Insight Global has required and permitted such employees to perform during the first 8 weeks of employment.

17. Insight Global has willfully engaged in a pattern, practice, and policy of unlawful conduct by classifying recruiters as exempt from federal and state overtime provisions, failing to pay them overtime wages, and failing to maintain accurate records their hours of work, despite the fact that recruiters regularly work more than 40 hours per workweek.

18. The primary duties have been uniform for all recruiters at all Insight Global offices throughout the relevant period. The primary duties of recruiters are non-exempt, and include: performing routine resumes searches on internet sites like Monster.com, CareerBuilder.com, and LinkedIn.com; calling candidates; filling out candidate profile forms and

other paperwork; and screening candidates for minimum qualifications. Recruiters are subject to daily and weekly quotas for all aspects of their work, including candidate calls, completed candidate profile forms, leads, recommended candidates, reference checks, and role-plays.

19. Recruiters' primary duties do not vary significantly from one Insight Global location to another throughout the United States.

20. By the conduct described in this Class and Collective Action Complaint, Insight Global has violated the Fair Labor Standards Act ("FLSA"), as well as various state labor laws, by failing to pay recruiters, including Plaintiffs, the overtime wages they have earned and to which they are entitled by law.

21. Plaintiffs bring this action on behalf of themselves and similarly situated current and former employees of Insight Global (who worked outside of California) who elect to opt-in to this action pursuant to the FLSA, 29 U.S.C. §§ 201, *et seq.*, and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy violations of the wage and hour provisions of the FLSA by Insight Global that have deprived Plaintiffs and others similarly situated of their lawfully earned wages.

22. Plaintiff Lauren Rountree (the "New York Plaintiff") also brings this action on behalf of herself and all similarly situated current and former employees of Insight Global who worked in New York pursuant to Federal Rule of Civil Procedure 23 to remedy violations of the New York Labor Law ("NYLL"), Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations.

23. Plaintiff Conner Cayson (the "Washington Plaintiff") also brings this action on behalf of himself and all similarly situated current and former employees of Insight Global who worked in Washington state pursuant to Federal Rule of Civil Procedure 23 to remedy violations

of the Washington Minimum Wage Act, Rev. Code Wash. §§49.46.005 *et seq.*; Washington Industrial Welfare Act, Rev. Code Wash. §§49.12.005 *et seq.*; Washington Wage Rebate Act, Rev. Code Wash. §§49.52.050 *et seq.*; and implementing regulations (collectively, Washington Minimum Wage Laws, or "WMWL").

24. Plaintiff Mallory Thaggard (the "Massachusetts Plaintiff") also brings this action on behalf of herself and all similarly situated current and former employees of Insight Global who worked in Massachusetts pursuant to Federal Rule of Civil Procedure 23 to remedy violations of the Massachusetts Wage and Hour Law, Mass. Gen. Laws Ch. 151 §§ 1A, *et seq.*, Mass Gen. Laws Ch. 149, §§ 148 and 150, and implementing regulations ("MAWHL").

THE PARTIES

Plaintiffs

Lauren Rountree

25. Plaintiff Lauren Rountree is an adult individual who is a resident of Seattle, Washington.

26. Rountree was employed by Insight Global from approximately October 2010 to approximately May 2011. Throughout that period, she worked as a recruiter in Insight Global's New York, New York office.

27. As a recruiter, Rountree regularly worked more than 40 hours per week, with an average of 45 to 50 hours per week, without overtime compensation.

28. For example, in or around March or April 2011, Rountree worked approximately 50 hours in one week and was not paid overtime compensation.

29. Rountree is a covered employee within the meaning of the FLSA and NYLL.

30. A written consent form for Rountree is attached hereto as Exhibit A.

Conner Cayson

31. Plaintiff Conner Cayson is an adult individual who is a resident of Kirkland, Washington.

32. Cayson was employed by Insight Global from approximately July 2011 to approximately September 2012. Throughout the period, he worked as a recruiter in Insight Global's Bellevue, Washington office.

33. As a recruiter, Cayson regularly worked more than 40 hours per week, with an average of 45 to 50 hours per week, without overtime compensation.

34. For example, in late June 2012, Cayson worked approximately 50 hours in one week and was he was not paid overtime compensation.

35. Cayson is a covered employee within the meaning of the FLSA and WMWL.

36. A written consent form for Cayson is attached hereto as Exhibit B.

Mallory Thaggard

37. Plaintiff Mallory Thaggard is an adult individual who is a resident of Jacksonville, Florida.

38. Thaggard was employed by Insight Global from approximately June 2010 to approximately May 2011. Throughout this period, she worked as a recruiter in Insight Global's Boston, Massachusetts office.

39. As a recruiter, Thaggard regularly worked more than 40 hours per week, with an average of 50 to 55 hours per week, without overtime compensation.

40. For example, in or around April 2011, Thaggard worked approximately 55 hours in one week and was she was not paid overtime compensation.

41. Thaggard is a covered employee within the meaning of the FLSA and MAWHL.

42. A written consent form for Thaggard is attached hereto as Exhibit C.

Julie Melillo

43. Plaintiff Julie Melillo is an adult individual who is a resident of Fort Lauderdale, Florida.

44. Melillo was employed by Insight Global from approximately July 2013 to approximately November 2013. Throughout this period, she worked as a recruiter in Insight Global's Fort Lauderdale, Florida office.

45. As a recruiter, Melillo regularly worked more than 40 hours per week, with an average of 45 to 50 hours per week, without overtime compensation.

46. For example, in or around late September 2013, Melillo worked approximately 50 hours in one workweek and she was not paid overtime compensation.

47. Melillo is a covered employee within the meaning of the FLSA.

48. A written consent form for Melillo is attached hereto as Exhibit D.

Defendant Insight Global

49. Insight Global is a foreign business corporation, organized and existing under the laws of Delaware with its corporate headquarters and principal place of business located in Atlanta, Georgia.

50. Throughout the relevant period, Insight Global employed Plaintiffs and similarly situated employees within the meaning of the FLSA, NYLL, WMWL, and MAWHL. Insight Global has had substantial control over Plaintiffs' working conditions and the unlawful policies and practices alleged herein.

51. Insight Global is a covered employer within the meaning of the FLSA, NYLL,

WMWL, and MAWHL, and, at all times relevant, employed and/or jointly employed Plaintiffs and similarly situated employees.

52. At all times relevant, Insight Global maintained control, oversight and direction over Plaintiffs and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them.

53. Insight Global applies the same employment policies, practices, and procedures to all recruiters.

54. At all times relevant, Insight Global's annual gross volume of sales made or business done was not less than $500,000.

55. Insight Global is the entity listed on Plaintiffs' paystubs and W-2s.

JURISDICTION AND VENUE

56. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337 and jurisdiction over Plaintiffs' state-law claims pursuant to 28 U.S.C. § 1367.

57. This Court also has jurisdiction over Plaintiffs' claims under the FLSA pursuant to 29 U.S.C. § 216(b).

58. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

59. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district.

COLLECTIVE-WIDE FACTUAL ALLEGATIONS

60. Plaintiffs bring the First Cause of Action, pursuant to FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons who work or have worked for Insight

Global as recruiters at any location in the United States (outside of California), on or after March 21, 2011, who elect to opt-in to this action (the "FLSA Collective").

61. All of the work that Plaintiffs and the FLSA Collective have performed has been assigned by Insight Global, and/or Insight Global has been aware of all of the work that Plaintiffs and the FLSA Collective have performed.

62. As part of its regular business practice, Insight Global has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiffs and the FLSA Collective. This policy and pattern or practice includes, but is not limited to:

a. willfully failing to pay Plaintiffs and the members of the FLSA Collective overtime wages for hours that they worked in excess of 40 hours per workweek;

b. willfully misclassifying Plaintiffs and the members of the FLSA Collective as exempt from the protections of the FLSA;

c. willfully failing to record all of the time that its employees, including Plaintiffs and the FLSA Collective, have worked for the benefit of Insight Global; and

d. willfully failing to record, credit, or compensate work performed by recruiters classified as non-exempt, for hours in excess of 40 per week that Insight Global has required and permitted such employees to perform during the first 8 weeks of employment.

63. Insight Global is aware or should have been aware that federal law required them to pay employees performing non-exempt duties, including Plaintiffs and members of the FLSA Collective, an overtime premium for all hours worked in excess of 40 per workweek.

64. Insight Global has been sued previously for violations similar to the violations Plaintiffs allege herein.

65. Plaintiffs and the members of the FLSA Collective all perform or performed the same primary duty.

66. Insight Global's unlawful conduct has been widespread, repeated, and consistent.

CLASS ACTION ALLEGATIONS

The New York Class

67. The New York Plaintiff brings the Second Cause of Action, the NYLL claims, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of herself and all recruiters who work or have worked at any Insight Global office in New York State between March 21, 2008, and the date of final judgment in this matter (the "New York Class").

68. Excluded from the New York Class are Defendant, Insight Global's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Insight Global; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the New York Class.

69. The members of the New York Class are so numerous that joinder of all members is impracticable.

70. Upon information and belief, the size of the New York Class is at least 60 individuals. Although the precise number of such employees is unknown, the facts on which the calculation of that number depends are presently within the sole control of Insight Global.

71. Common questions of law and fact exist as to the New York Class that predominate over any questions only affecting them individually and include, but are not limited to, the following:

a. whether Insight Global violated NYLL, Articles 6 and 19, and the supporting New York State Department of Labor regulations;

b. whether Insight Global failed to compensate the New York Plaintiff and the New York Class for hours worked in excess of 40 hours per workweek;

c. whether Insight Global misclassified the New York Plaintiff and members of the New York Class;

d. whether Insight Global failed to keep true and accurate time and pay records for all hours worked by the New York Plaintiff and the New York Class, and other records required by the NYLL;

e. whether Insight Global's policy of failing to pay workers was instituted willfully or with reckless disregard of the law; and

f. the nature and extent of class-wide injury and the measure of damages for those injuries.

72. The claims of the New York Plaintiff are typical of the claims of the New York Class she seeks to represent. The New York Plaintiff and all members of the New York Class work, or have worked, for Insight Global as recruiters in New York state. The New York Plaintiff and members of the New York Class enjoy the same statutory rights under the NYLL to be paid overtime wages. The New York Plaintiff and members of the New York Class have all sustained similar types of damages as a result of Insight Global's failure to comply with the NYLL. The New York Plaintiff and the members of the New York Class have all been injured in that they have been uncompensated or under-compensated due to Insight Global's common policies, practices, and patterns of conduct.

73. The New York Plaintiff will fairly and adequately represent and protect the interests of the members of the New York Class. The New York Plaintiff understands that as a class representative, she assumes a fiduciary responsibility to the class to represent its interests fairly and adequately. The New York Plaintiff recognizes that as a class representative, she must represent and consider the interests of the class just as she would represent and consider her own interests. The New York Plaintiff understands that in decisions regarding the conduct of the litigation and its possible settlement, she must not favor her own interests over the interests of the class. The New York Plaintiff recognizes that any resolution of a class action must be in the best interest of the class. The New York Plaintiff understands that in order to provide adequate

representation, she must be informed of developments in litigation, cooperate with class counsel, and testify at deposition and/or trial. The New York Plaintiff has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between the New York Plaintiff and the New York Class members.

74. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the New York Class have been damaged and are entitled to recovery as a result of Insight Global's violation of the NYLL as well as its common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the New York Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual Plaintiffs lack the financial resources to conduct a thorough examination of Insight Global's timekeeping and compensation practices and to prosecute vigorously a lawsuit against Insight Global to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Insight Global's practices.

75. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

The Washington Class

76. The Washington Plaintiff brings the Third Cause of Action, the WMWL claim, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of himself and all recruiters who work or have worked at any Insight Global office in Washington at any time between March 21, 2011 and the date of final judgment in this matter (the "Washington Class").

77. Excluded from the Washington Class are Insight Global, Insight Global's legal

representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Insight Global; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Washington Class.

78. The members of the Washington Class are so numerous that joinder of all members is impracticable.

79. Upon information and belief, the size of the Washington Class is at least 60 individuals. Although the precise number of such employees is unknown, the facts on which the calculation of that number depends are presently within the sole control of Insight Global.

80. Insight Global has acted or has refused to act on grounds generally applicable to the Washington Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Washington Class as a whole.

81. Common questions of law and fact exist as to the Washington Class that predominate over any questions only affecting them individually and include, but are not limited to, the following:

a. whether Insight Global violated the WMWL;

b. whether Insight Global failed to compensate the Washington Plaintiff and the Washington Class for all hours worked;

c. whether Insight Global failed to compensate the Washington Plaintiff and the Washington Class for hours worked in excess of 40 hours per workweek;

d. whether Insight Global misclassified the Washington Plaintiff and members of the Washington Class;

e. whether Insight Global failed to keep true and accurate time and pay records for all hours worked by the Washington Plaintiff and the Washington Class, and other records required by the WMWL;

f. whether Insight Global's policy of failing to pay workers was instituted willfully or with reckless disregard of the law; and

g. the nature and extent of class-wide injury and the measure of damages for those injuries.

82. The claims of the Washington Plaintiff are typical of the claims of the Washington Class he seeks to represent. The Washington Plaintiff and all members of the Washington Class work, or have worked, for Insight Global as recruiters in Washington state. The Washington Plaintiff and members of the Washington Class enjoy the same statutory rights under the WMWL to be paid overtime wages. The Washington Plaintiff and members of the Washington Class have all sustained similar types of damages as a result of Insight Global's failure to comply with the WMWL. The Washington Plaintiff and the members of the Washington Class have all been injured in that they have been uncompensated or under-compensated due to Insight Global's common policies, practices, and patterns of conduct.

83. The Washington Plaintiff will fairly and adequately represent and protect the interests of the members of the Washington Class. The Washington Plaintiff understands that as a class representative, he assumes a fiduciary responsibility to the class to represent its interests fairly and adequately. The Washington Plaintiff recognizes that as a class representative, he must represent and consider the interests of the class just as he would represent and consider his own interests. The Washington Plaintiff understands that in decisions regarding the conduct of the litigation and its possible settlement, he must not favor his own interests over the interests of the class. The Washington Plaintiff recognizes that any resolution of a class action must be in the best interest of the class. The Washington Plaintiff understands that in order to provide adequate representation, he must be informed of developments in litigation, cooperate with class counsel, and testify at deposition and/or trial. The Washington Plaintiff has retained counsel competent and

experienced in complex class actions and employment litigation. There is no conflict between the Washington Plaintiff and the Washington Class members.

84. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the Washington Class have been damaged and are entitled to recovery as a result of Insight Global's violation of the WMWL as well as its common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the Washington Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual Plaintiffs lack the financial resources to conduct a thorough examination of Insight Global's timekeeping and compensation practices and to prosecute vigorously a lawsuit against Insight Global to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Insight Global's practices.

85. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

The Massachusetts Class

86. The Massachusetts Plaintiff brings the Fourth Cause of Action, the MAWHL Claim, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of herself and all recruiters who work or have worked at any Insight Global office in Massachusetts at any time between March 21, 2011 and the date of final judgment in this matter (the "Massachusetts Class").

87. Excluded from the Massachusetts Class are Insight Global, Insight Global's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at

any time during the class period has had, a controlling interest in Insight Global; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Massachusetts Class.

88. The members of the Massachusetts Class are so numerous that joinder of all members is impracticable.

89. Upon information and belief, the size of the Massachusetts Class is at least 60 individuals. Although the precise number of such employees is unknown, the facts on which the calculation of that number depends are presently within the sole control of Insight Global.

90. Insight Global has acted or has refused to act on grounds generally applicable to the Massachusetts Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Massachusetts Class as a whole.

91. The Fourth Cause of Action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3). There are questions of law and fact common to the Massachusetts Class that predominate over any questions solely affecting individual members of the Massachusetts Class, including but not limited to:

a. whether Insight Global violated the MAWHL;

b. whether Insight Global failed and/or refused to pay the Massachusetts Plaintiff and the Massachusetts Class for all hours worked;

c. whether Insight Global failed and/or refused to pay the Massachusetts Plaintiff and the Massachusetts Class overtime pay for hours worked in excess of 40 hours per workweek;

d. whether Insight Global misclassified the Massachusetts Plaintiff and the Massachusetts Class as exempt from coverage of the overtime provisions of the FLSA and MAWHL; and

e. the nature and extent of Massachusetts Class-wide injury and the appropriate measure of damages for the Massachusetts Class.

92. The claims of the Massachusetts Plaintiff are typical of the claims of the Massachusetts Class she seeks to represent. The Massachusetts Plaintiff and the Massachusetts Class Members work or have worked for Insight Global and have been subjected to their policy and pattern or practice of failing to pay overtime wages for hours worked in excess of 40 hours per week. Insight Global acted and refused to act on grounds generally applicable to the Massachusetts Class, thereby making declaratory relief with respect to the Massachusetts Class appropriate.

93. The Massachusetts Plaintiff will fairly and adequately represent and protect the interests of the Massachusetts Class. The Massachusetts Plaintiff understands that, as a class representative, she assumes a fiduciary responsibility to the Massachusetts Class to represent its interests fairly and adequately. The Massachusetts Plaintiff recognizes that as a class representative, she must represent and consider the interests of the Massachusetts Class just as she would represent and consider their own interests. The Massachusetts Plaintiff understands that in decisions regarding the conduct of the litigation and its possible settlement, she must not favor her own interests over those of the Massachusetts Class. The Massachusetts Plaintiff recognizes that any resolution of a class action lawsuit, including any settlement or dismissal thereof, must be in the best interests of the Massachusetts Class. The Massachusetts Plaintiff understands that in order to provide adequate representation, she must remain informed of developments in the litigation, cooperate with class counsel by providing them with information and any relevant documentary material in her possession, and testify, if required, in a deposition and in trial. The Massachusetts Plaintiff has retained counsel competent and experienced in complex class action employment litigation. There is no conflict between the Massachusetts

Plaintiff and the Massachusetts Class members.

94. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the Massachusetts Class have been damaged and are entitled to recovery as a result of Insight Global's common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the Massachusetts Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The individual Plaintiffs lack the financial resources to conduct a thorough examination of Insight Global's timekeeping and compensation practices and to prosecute a lawsuit against Insight Global to recover such damages. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Insight Global's practices.

95. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

COMMON FACTUAL ALLEGATIONS

96. Throughout their employment with Insight Global, Plaintiffs and the members of the FLSA Collective, the New York Class, the Washington Class, and the Massachusetts Class (collectively "Class Members") consistently worked more than 40 hours per week without overtime compensation for all hours they worked in excess of 40 hours in a week.

97. Insight Global was aware that Plaintiffs and the Class Members worked more than 40 hours per workweek, yet Insight Global failed to pay them overtime compensation.

98. Insight Global did not keep accurate records of hours worked by Plaintiffs. From the beginning of the relevant period through in or around early 2012, it was Insight Global's nationwide policy to uniformly classify recruiters as exempt from federal and state overtime

provisions throughout their employment.

99. In or around early 2012, Insight Global instituted a new nationwide policy, whereby it began to classify recruiters as non-exempt employees during the first 8 weeks of their employment, and to re-classify them as exempt after the initial 8 week period and for the remainder of their employment as recruiters. This policy change did not correspond with any change in recruiters' job duties or in recruiters' required hours of work. While this policy has been in place, Insight Global has willfully engaged in a pattern, practice, and policy of unlawful conduct by failing to record, credit, or compensate work performed by recruiters classified as non-exempt, for hours in excess of 40 per week that Insight Global has required and permitted such employees to perform during the first 8 weeks of employment. During this initial 8-week period, Insight Global did not allow recruiters to record overtime hours, and Insight Global refused to pay for overtime hours worked. Nonetheless, Insight Global suffered or permitted recruiters to work more than 40 hours on a regular and recurring basis. After the initial 8 week period of a recruiter's employment, Insight Global re-classified recruiters as exempt from federal and state overtime provisions.

100. At all relevant times, when Insight Global classified recruiters as exempt from the federal and state overtime provisions, it failed to record recruiters' actual hours of work and failed to pay recruiters any overtime wages, despite the fact that they regularly worked over 40 hours per workweek.

101. The primary duties of recruiters are non-exempt, and include: performing routine resumes searches on internet sites like Monster.com, CareerBuilder.com, and LinkedIn.com; calling candidates; filling out candidate profile forms and other paperwork; and screening candidates for minimum qualifications. Recruiters are subject to daily and weekly quotas for all

aspects of their work, including candidate calls, completed candidate profile forms, leads, recommended candidates, reference checks, and role-plays.

102. Recruiters' work is closely supervised and controlled by account managers, who bear sole responsibility for direct communication with Insight Global's clients. Account managers are responsible for overseeing and managing all client accounts, including building and maintaining relationships with clients and designing position descriptions and candidate requirements in collaboration with clients; and for re-screening, interviewing, and recommending potential candidates to the clients.

103. Plaintiffs' and the Class Members' primary duty was not related to the management or general business operations of Insight Global or its clients.

104. Plaintiffs and the Class Members did not exercise a meaningful degree of independent discretion with respect to the exercise of their duties and were required to follow the policies, practices, and procedures set by Insight Global. Plaintiffs and the Class Members did not have any independent discretionary authority to deviate from these policies, practices, and procedures.

105. Plaintiffs and the Class Members did not have authority to (a) formulate, affect, interpret, or implement management policies or operating practices; (b) carry out major assignments in conducting the operations of the Insight Global's business; (c) commit Insight Global in matters having significant financial impact; (d) waive or deviate from established policies and procedures without prior approval; (e) negotiate or bind the company on significant matters; (f) provide consultation or expert advice to management; (g) plan long or short-term business objectives; (h) investigate or resolve matters of significance on behalf of management; or (i) represent the company in handling complaints, arbitrating disputes, or resolving

grievances.

106. Throughout the relevant time period, recruiters' primary duties have not varied significantly from one Insight Global location to another throughout the United States.

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Overtime Wages
(Brought on behalf of Plaintiffs and the FLSA Collective)

107. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

108. Insight Global has engaged in a widespread pattern and practice of violating the FLSA, as described in this Class and Collective Action Complaint.

109. Plaintiffs have consented in writing to be parties to this action, pursuant to 29 U.S.C. § 216(b).

110. At all relevant times, Plaintiffs and other similarly situated current and former employees were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

111. The overtime wage provisions set forth in §§ 201 *et seq.* of the FLSA apply to Insight Global.

112. Insight Global is an employer engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

113. At all times relevant, Plaintiffs were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

114. Insight Global has failed to pay Plaintiffs and other similarly situated current and former employees the overtime wages to which they were entitled under the FLSA.

115. Insight Global's violations of the FLSA, as described in this Class and Collective

Action Complaint, have been willful and intentional. Insight Global has failed to make a good faith effort to comply with the FLSA with respect to its compensation of Plaintiffs and other similarly situated current and former employees.

116. Because Insight Global's violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

117. As a result of Insight Global's willful violations of the FLSA, Plaintiffs and all other similarly situated employees have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq*.

118. As a result of the unlawful acts of Insight Global, Plaintiffs and other similarly situated current and former employees have been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION
New York Labor Law – Unpaid Overtime
(Brought on behalf of the New York Plaintiff and the New York Class)

119. The New York Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

120. Insight Global engaged in a widespread pattern, policy, and practice of violating the NYLL, as detailed in this Class and Collective Action Complaint.

121. At all times relevant, the New York Plaintiff and members of the New York Class have been employees and Insight Global has been their employer within the meaning of the NYLL.

122. The New York Plaintiff and the New York Class members are covered by the

NYLL.

123. Insight Global employed the New York Plaintiff and members of the New York Class as an employer.

124. Insight Global has failed to pay the New York Plaintiff and the members of the New York Class overtime wages to which they are entitled under the NYLL Article 19 §§ 650 *et seq*., and the supporting New York State Department of Labor Regulations.

125. Insight Global failed to pay the New York Plaintiff and members of the New York Class overtime at a wage rate of one and one-half times their regular rate of pay.

126. Insight Global failed to keep, make, preserve, maintain, and furnish accurate records of time worked by the New York Plaintiff and members of the New York Class.

127. Insight Global's violations of the NYLL, as described in this Class and Collective Action Complaint, have been willful and intentional.

128. Due to Insight Global's violations of the NYLL, the New York Plaintiff and the members of the New York Class are entitled to recover from Insight Global unpaid overtime, reasonable attorneys' fees and costs of the action, liquidated damages as provided for by NYLL Article 6 § 198, and pre-judgment and post-judgment interest.

THIRD CAUSE OF ACTION
Washington Minimum Wage Laws – Unpaid Overtime
(Brought on behalf of the Washington Plaintiff and the Washington Class)

129. The Washington Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

130. Insight Global has engaged in a widespread pattern, policy, or practice of violating the WMWL, as detailed in this Class and Collective Action Complaint.

131. At all times relevant the Washington Plaintiff and the members of the Washington

Class have been employees and Insight Global has been an employer within the meaning of the WMWL. The Washington Plaintiff and the members of the Washington Class are covered by the WMWL.

132. Insight Global employed the Washington Plaintiff and the Washington Class members as an employer and/or a joint employer.

133. Insight Global failed to pay the Washington Plaintiff and the members of the Washington Class wages to which they are entitled under the WMWL. Insight Global failed to pay the Washington Plaintiff for all hours worked and failed to pay the Washington Plaintiff and the Washington Class members overtime at wage rate of one and one-half times their regular hourly rate of pay for all hours worked over 40 hours in a workweek.

134. Insight Global failed to keep accurate records of time worked by the Washington Plaintiff and the Washington Class members, and failed to provide all wages due upon the termination of employment.

135. Insight Global's violations of the WMWL, as described in this Class and Collective Action Complaint, have been willful and intentional.

136. Due to Insight Global's violations of the WMWL, the Washington Plaintiff seeks to recover on behalf of himself and all Washington Class members, injunctive and declaratory relief; damages, including unpaid overtime wages for all overtime work required, suffered, or permitted by Insight Global; other damages, including double damages pursuant to Rev. Code Wash. § 49.52.070; penalties as permitted by applicable Washington law; pre-judgment and post-judgment interest; reasonable attorneys' fees, costs, and expenses of this action; and all other relief as the Court deems just and proper.

FOURTH CAUSE OF ACTION

Massachusetts Wage and Hour Law – Unpaid Overtime and Unpaid Wages
(Brought on behalf of the Massachusetts Plaintiff and the Massachusetts Class)

137. The Massachusetts Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

138. The foregoing conduct, as alleged, violates MAWHL, Mass. Gen. Laws Ch. 151 §§ 1A, *et seq*., Mass Gen. Laws Ch. 149, §§ 148 and 150, and implementing regulations.

139. Insight Global is an employer covered by the wage and overtime pay mandates of the MAWHL.

140. The Massachusetts Plaintiff and the Massachusetts Class are employees entitled to the MAWHL protections.

141. Insight Global violated the Mass. Gen. Laws Ch. 151 §§ 1A, *et seq.* and Mass Gen. Laws Ch. 149, §§ 148, *et seq.*, by failing to compensate the Massachusetts Plaintiff and the Massachusetts Class for all hours worked in excess of 40 during the workweek and, with respect to such hours, failing to compensate the Massachusetts Plaintiff and the Massachusetts Class based upon the overtime premium pay rate of one and one-half times their regular hourly pay rate.

142. The Massachusetts Plaintiff, on behalf of herself and the Massachusetts Class members, seeks damages in the amount of triple the unpaid wages earned and due at a rate of not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, less any such wages paid; recovery of attorneys' fees and costs of this action; and other legal and equitable relief from Insight Global's unlawful and outrageous conduct as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other similarly situated persons, seek the following relief:

A. That, at the earliest possible time, Plaintiffs be allowed to give notice of this collective action, or that the Court issue such notice, to all members of the FLSA Collective. Such notice should inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit, among other things;

B. Unpaid overtime pay, and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor regulations;

C. Unpaid overtime pay, unpaid wages, liquidated damages, and penalties as permitted by law pursuant to the state law claims;

D. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

E. Designation of each named Plaintiff as Class Representative as to his or her respective classes, and counsel of record as Class Counsel;

F. Issuance of a declaratory judgment that the practices complained of in this Class and Collective Action Complaint are unlawful under appropriate state law;

G. Pre-judgment interest and post-judgment interest as provided by law;

H. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining Insight Global from continuing its unlawful practices;

I. Attorneys' fees and costs of the action;

J. Reasonable incentive awards for each named Plaintiff to compensate them for the time they spent attempting to recover wages for Class Members and for the risks they took in doing so.

K. Such other injunctive and equitable relief as this Court shall deem just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

Dated: New York, New York
March 21, 2014

Respectfully submitted,

____

Justin M. Swartz

OUTTEN & GOLDEN LLP
Justin M. Swartz
Melissa L. Stewart
3 Park Avenue, 29th Floor
New York, New York 10016
Telephone: (212) 245-1000

SHAVITZ LAW GROUP, P.A.
Gregg I. Shavitz (*pro hac vice* application forthcoming)
Camar Jones (*pro hac vice* application forthcoming)
1515 S. Federal Highway, Suite 404
Boca Raton, FL 33432
Telephone: (561) 447-8888

Attorneys for Plaintiffs and the Putative Class and Collective

Exhibit A

CONSENT TO JOIN FORM

1. I consent to opt-in to be a party plaintiff in a lawsuit against Defendant(s), Insight Global, Inc., and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

Lauren Rountree

Signature

Lauren Rountree

Print Name

Exhibit B

CONSENT TO JOIN FORM

1. I consent to opt-in to be a party plaintiff in a lawsuit against Defendant(s), Insight Global, Inc. ______________, and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

____

Signature

Conner Caysan

Print Name

Exhibit C

CONSENT TO JOIN FORM

1. I consent to opt-in to be a party plaintiff in a lawsuit against Defendant(s), Insight Global, Inc., and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

Mallory Thaggard

Signature

Mallory Thaggard

Print Name

Exhibit D

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), Insight Global Inc, and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

Julie Melillo

Signature

JULIE MELILLO

Print Name